

SERIES SEED PREFERRED STOCK PURCHASE AGREEMENT

THIS SERIES SEED PREFERRED STOCK PURCHASE AGREEMENT (this “**Agreement**”), is made as of the 12th day of November 2019, by and among (i) Bellhop Technologies Inc., a Delaware corporation (the “**Company**”), the investors (including (i) holders of a Simple Agreement for Future Equity (each, a “**SAFE**” and each holder, a “**SAFE Holder**”); (ii) the holders of a Convertible Note (each, a “**Note**” and each holder, a “**Note Holder**”), listed on Exhibit A attached to this Agreement (each, a “**Purchaser**” and, together, the “**Purchasers**”).

The parties hereby agree as follows:

1. Purchase and Sale of Preferred Stock.

1.1 Sale and Issuance of Series Seed Preferred Stock.

(a) The Company shall adopt and file with the Secretary of State of the State of Delaware on or before the Initial Closing (as defined below) the Amended and Restated Certificate of Incorporation in the form of Exhibit B attached to this Agreement (the “**Certificate**”).

(b) Subject to the terms and conditions of this Agreement, each Purchaser (other than a SAFE Holder or Note Holder) agrees to purchase at the applicable Closing (as defined below) and the Company agrees to sell and issue to each Purchaser at the Closing that number of shares of Series Seed Preferred Stock, \$0.00001 par value per share (the “**Series Seed Preferred Stock**”) at a purchase price of \$1.1644 per share, set forth opposite each Purchaser’s name on Exhibit A.

(c) Subject to the terms and condition of this Agreement, each Purchaser that is a SAFE Holder acknowledges and agrees that the SAFE shall automatically be exchanged for that number of shares, as applicable, of (i) Series Seed A Preferred Stock, \$0.00001 par value per share the (“**Series Seed A Preferred Stock**”) at an exchange rate of \$0.5203 per share, (ii) Series Seed C Preferred Stock, \$0.00001 par value per share (the “**Series Seed C Preferred Stock**”), at an exchange rate of \$0.5531 per share, (iii) Series Seed D Preferred Stock, \$0.00001 par value per share (the “**Series Seed D Preferred Stock**”) at an exchange rate of \$1.7615 per share, or (iv) Series Seed E Preferred Stock, \$0.00001 par value per share (the “**Series Seed E Preferred Stock**”) at an exchange rate of \$0.4650 per share, each as set forth opposite each Purchaser’s name on Exhibit A. In consideration of the foregoing, effective immediately prior to the Initial Closing, each SAFE Holder hereby acknowledges and agrees that the Initial Closing shall constitute the “Equity Financing” or “First Equity Financing” (as applicable) as defined in the SAFE and that it irrevocably waives, relinquishes and releases: (x) all rights to notice under the SAFE, (y) all rights to exchange the SAFE into capital stock or other securities of the Company, except on the basis as provided for in this Subsection 1.1(c); and (z) any other right of any kind under the SAFE.

(d) Subject to the terms and condition of this Agreement, each Purchaser that is a Note Holder acknowledges and agrees that each such Note shall be automatically exchanged for the number of shares of the Company’s Series Seed B Preferred

Stock, \$0.00001 par value per share (the “**Series Seed B Preferred Stock**” and together with the Series Seed Preferred Stock, Series Seed A Preferred Stock, Series Seed C Preferred Stock, Series Seed D Preferred Stock collectively, the “**Series Seed**”), at a purchase price of \$0.3122 set forth opposite each Purchaser’s name on Exhibit A. In consideration of the foregoing, effective immediately prior to the Initial Closing, each Note Holder hereby acknowledges and agrees that the Initial Closing shall constitute the “Qualified Financing” as defined in the Note and that it irrevocably waives, relinquishes and releases: (i) all rights to notice under the Note, (ii) all rights to exchange the Note into capital stock or other securities of the Company, except on the basis as provided for in this Subsection 1.1(d); and (iii) any other right of any kind under the Note.

(e) The shares of Series Seed issued to the Purchasers pursuant to this Agreement, including any shares issued at the Initial Closing and any Additional Shares (as defined below) shall be referred to in this Agreement as the “**Shares**.”

1.2 Closing; Delivery.

(a) The initial purchase and sale of the Shares shall take place remotely via the exchange of documents and signatures upon (i) the satisfaction of the conditions set forth in Section 4 and Section 5 below and (ii) the execution and delivery by Purchasers of Transaction Agreements (as defined below) subject to the terms and conditions set forth in the Transaction Agreements, or at such other time and place as the Company and the Purchasers mutually agree upon, orally or in writing (which time and place are designated as the “**Initial Closing**”). In the event there is more than one closing, the term “**Closing**” shall apply to each such closing unless otherwise specified.

(b) At each Closing, the Company shall deliver to each Purchaser a certificate representing the Shares being purchased by such Purchaser at such Closing against payment of the purchase price therefor by check payable to the Company, by wire transfer of immediately available funds to a bank account designated by the Company, by cancellation or conversion of indebtedness of the Company to Purchaser or discharge of other liability of the Company toward Purchaser, or by any combination of such methods acceptable to the Company.

1.3 Sale of Additional Shares of Preferred Stock. After the Initial Closing, the Company may sell, on the same terms and conditions as those contained in this Agreement, additional shares of Series Seed (the “**Additional Shares**”), to one or more purchasers (the “**Additional Purchasers**”) so that the total proceeds raised from the sale of Series Seed Shares will not exceed \$2,300,000, provided that (i) such subsequent sale is consummated prior to or on the date that is one hundred eighty (180) days after the Initial Closing, which period may be extended by resolution of the Company’s Board of Directors and (ii) each Additional Purchaser shall become a party to the Transaction Agreements by executing and delivering a counterpart signature page or joinder agreement, as applicable, to each of the Transaction Agreements. Exhibit A to this Agreement shall be updated to reflect the number of Additional Shares purchased at each such Closing and the parties purchasing such Additional Shares.

1.4 Use of Proceeds. In accordance with the directions of the Company’s Board of Directors, as it shall be constituted in accordance with the Voting Agreement (as defined below),

the Company will use the proceeds from the sale of the Shares for working capital and other general corporate purposes.

1.5 Defined Terms Used in this Agreement. In addition to the terms defined above, the following terms used in this Agreement shall be construed to have the meanings set forth or referenced below.

(a) **“Affiliate”** means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person.

(b) **“Code”** means the Internal Revenue Code of 1986, as amended.

(c) **“Company Covered Person”** means, with respect to the Company as an “issuer” for purposes of Rule 506 promulgated under the Securities Act, any Person listed in the first paragraph of Rule 506(d)(1).

(d) **“Company Intellectual Property”** means all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, tradenames, copyrights, trade secrets, domain names, mask works, information and proprietary rights and processes, similar or other intellectual property rights, subject matter of any of the foregoing, tangible embodiments of any of the foregoing, licenses in, to and under any of the foregoing, and any and all such cases that are owned or used by the Company in the conduct of the Company’s business as now conducted and as presently proposed to be conducted.

(e) **“Indemnification Agreement”** means each agreement between the Company and a member of the Board of Directors, dated as of the date of the Initial Closing, in the form of Exhibit C attached to this Agreement.

(f) **“Investors’ Rights Agreement”** means the agreement among the Company and the Purchasers and certain other stockholders of the Company dated as of the date of the Initial Closing, in the form of Exhibit D attached to this Agreement.

(g) **“Key Employee”** means Payam Safa.

(h) **“Knowledge”** including the phrase **“to the Company’s Knowledge”** shall mean the actual knowledge of the Key Employee after reasonable inquiry.

(i) **“Material Adverse Effect”** means a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property or results of operations of the Company.

(j) **“Person”** means any individual, corporation, partnership, trust, limited liability company, association or other entity.

(k) “**Purchaser**” means each of the Purchasers who is initially a party to this Agreement and any Additional Purchaser who becomes a party to this Agreement at a subsequent Closing under Subsection 1.2(b).

(l) “**Right of First Refusal and Co-Sale Agreement**” means the agreement among the Company, the Purchasers, and certain other stockholders of the Company, dated as of the date of the Initial Closing, in the form of Exhibit E attached to this Agreement.

(m) “**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(n) “**Shares**” means the shares of Series Seed issued at the Initial Closing and any Additional Shares issued at a subsequent Closing under Subsection 1.3.

(o) “**Transaction Agreements**” means this Agreement, the Investors’ Rights Agreement, the Right of First Refusal and Co-Sale Agreement, and the Voting Agreement.

(p) “**Voting Agreement**” means the agreement among the Company, the Purchasers and certain other stockholders of the Company, dated as of the date of the Initial Closing, in the form of Exhibit F attached to this Agreement.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to each Purchaser that, except as set forth on the Disclosure Schedule attached as Exhibit G to this Agreement (the “**Disclosure Schedule**”), which exceptions shall be deemed to be part of the representations and warranties made hereunder, the following representations are true and complete as of the date of the Initial Closing, except as otherwise indicated. The Disclosure Schedule shall be arranged in sections corresponding to the numbered and lettered sections and subsections contained in this Section 2.

For purposes of these representations and warranties (other than those in Subsections 2.2, 2.3, 2.4, 2.5, and 2.6), the term the “**Company**” shall include any subsidiaries of the Company, unless otherwise noted herein. For the purposes of Subsection 2.8, the term the “**Company**” shall include the Key Employee.

2.1 Organization, Good Standing, Corporate Power and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own and hold its properties and to carry on its business as presently conducted and as presently proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a Material Adverse Effect.

2.2 Capitalization.

(a) The authorized capital of the Company consists, immediately prior to the Initial Closing, of:

(i) 20,000,000 shares of common stock, \$0.00001 par value per share, of which 19,999,000 shares have been designated Class A Common Stock, of which

10,661,272 are issued and outstanding and 1,000 shares have been designated Class F Common Stock, all of which are issued and outstanding (collectively, the “**Common Stock**”). All of the outstanding shares of Common Stock have been duly authorized, are fully paid and nonassessable and were issued in compliance with all applicable federal and state securities laws.

(ii) 6,488,000 shares of preferred stock, \$0.00001 par value per share, 2,100,000 of which have been designated Series Seed Preferred Stock, none of which are outstanding immediately prior to the Initial Closing, 696,000 of which have been designated Series Seed A Preferred Stock, 689,280 of which are outstanding immediately prior to the Initial Closing, 1,800,000 of which have been designated Series Seed B Preferred Stock, 613,334 of which are outstanding immediately prior to the Initial Closing, 1,400,000 of which have been designated Series Seed C Preferred Stock, 1,265,658 of which are outstanding immediately prior to the Initial Closing, 57,000 of which have been designated Series Seed D Preferred Stock, 56,769 of which are outstanding immediately prior to the Initial Closing, 435,000 shares of been designated Series Seed E Preferred Stock, 430,106 of which are outstanding immediately prior to the Initial Closing. The rights, privileges and preferences of the Series Seed are as stated in the Certificate and as provided by the Delaware General Corporation Law.

(b) The Company has reserved 1,743,413 shares of Common Stock for issuance to officers, directors, employees and consultants of the Company pursuant to its 2019 Stock Option/Stock Issuance Plan duly adopted by the Board of Directors and approved by the Company stockholders (the “**Stock Plan**”), 1,046,009 of which remain available for issuance to officers, directors, employees and consultants pursuant to the Stock Plan. The Company has furnished to the Purchasers complete and accurate copies of the Stock Plan and forms of agreements used thereunder. The Company has set aside 1,049,712 shares of Class A Common Stock for issuance upon exercise of certain warrants that are anticipated to be made immediately prior to the Initial Closing.

(c) Subsection 2.2(b) of the Disclosure Schedule sets forth the true, accurate and complete capitalization of the Company immediately following the Initial Closing including the number of shares of the following: (i) issued and outstanding Common Stock, including, with respect to restricted Common Stock, vesting schedule and repurchase price; (ii) granted stock options, including vesting schedule and exercise price; (iii) shares of Common Stock reserved for future award grants under the Stock Plan; (iv) each series of Preferred Stock; and (v) warrants or stock purchase rights, if any. Except for (A) the conversion privileges of the Shares to be issued under this Agreement, (B) the rights provided in Section 4 of the Investors’ Rights Agreement, and (C) the securities and rights described in Subsection 2.2(c) of the Disclosure Schedule, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, to purchase or acquire from the Company any shares of Common Stock or Series Seed, or any securities convertible into or exchangeable for shares of Common Stock or Series Seed. All outstanding shares of the Company’s Common Stock and all shares of the Company’s Common Stock underlying outstanding options are subject to (i) a right of first refusal in favor of the Company upon any proposed transfer (other than transfers for estate planning purposes) and (ii) a lock-up or market standoff agreement of not less than one hundred eighty (180) days following the Company’s initial public offering pursuant to a registration statement filed with the Securities and Exchange Commission under the Securities Act.

(d) None of the Company's stock purchase agreements or stock option documents contains a provision for acceleration of vesting (or lapse of a repurchase right) or other changes in the vesting provisions or other terms of such agreement or understanding upon the occurrence of any event or combination of events, including without limitation in the case where the Company's Stock Plan is not assumed in an acquisition. The Company has never adjusted or amended the exercise price of any stock options previously awarded, whether through amendment, cancellation, replacement grant, repricing, or any other means. Except as set forth in the Certificate, the Company has no obligation (contingent or otherwise) to purchase or redeem any of its capital stock.

(e) 409A. To the Company's Knowledge any "nonqualified deferred compensation plan" (as such term is defined under Section 409A(d)(1) of the Code and the guidance thereunder) under which the Company makes, is obligated to make or promises to make, payments (each, a "**409A Plan**") complies in all material respects, in both form and operation, with the requirements of Section 409A of the Code and the guidance thereunder. To the Company's Knowledge, no payment to be made under any 409A Plan is, or will be, subject to the penalties of Section 409A(a)(1) of the Code.

(f) The Company has obtained valid waivers of any rights by other parties to purchase any of the Shares covered by this Agreement.

2.3 Subsidiaries. The Company does not currently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity. The Company is not a participant in any joint venture, partnership or similar arrangement.

2.4 Authorization. All corporate action required to be taken by the Company's Board of Directors and stockholders in order to authorize the Company to enter into the Transaction Agreements, and to issue the Shares at the Closing and the Common Stock issuable upon conversion of the Shares, has been taken or will be taken prior to the Closing. All action on the part of the officers of the Company necessary for the execution and delivery of the Transaction Agreements, the performance of all obligations of the Company under the Transaction Agreements to be performed as of the Closing, and the issuance and delivery of the Shares has been taken or will be taken prior to the Closing. The Transaction Agreements, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (iii) to the extent the indemnification provisions contained in the Investors' Rights Agreement and the Indemnification Agreement may be limited by applicable federal or state securities laws.

2.5 Valid Issuance of Shares.

(a) The Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and

nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable state and federal securities laws and liens or encumbrances created by or imposed by a Purchaser. Assuming the accuracy of the representations of the Purchasers in Section 3 of this Agreement and subject to the filings described in Subsection 2.6 below, the Shares will be issued in compliance with all applicable federal and state securities laws. The Common Stock issuable upon conversion of the Shares has been duly reserved for issuance, and upon issuance in accordance with the terms of the Certificate, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable federal and state securities laws and liens or encumbrances created by or imposed by a Purchaser. Based in part upon the representations of the Purchasers in Section 3 of this Agreement, and subject to Subsection 2.5(b) below, the Common Stock issuable upon conversion of the Shares will be issued in compliance with all applicable federal and state securities laws.

(b) No “bad actor” disqualifying event described in Rule 506(d)(1)(i)-(viii) of the Securities Act (a “**Disqualification Event**”) is applicable to the Company or, to the Company’s Knowledge, any Company Covered Person, except for a Disqualification Event as to which Rule 506(d)(2)(ii–iv) or (d)(3), is applicable.

2.6 Governmental Consents and Filings. Assuming the accuracy of the representations made by the Purchasers in Section 3 of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for (i) the filing of the Certificate, which will have been filed as of the Initial Closing, and (ii) filings pursuant to Regulation D of the Securities Act, and applicable state securities laws, which have been made or will be made in a timely manner.

2.7 Litigation. There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or to the Company’s Knowledge, currently threatened (i) against the Company or any officer, director or Key Employee of the Company arising out of their employment or board relationship with the Company; (ii) that questions the validity of the Transaction Agreements or the right of the Company to enter into them, or to consummate the transactions contemplated by the Transaction Agreements; or (iii) that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. Neither the Company nor, to the Company’s Knowledge, any of its officers, directors or Key Employees is a party or is named as subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality (in the case of officers, directors or Key Employees, such as would affect the Company). There is no action, suit, proceeding or investigation by the Company pending or which the Company intends to initiate. The foregoing includes, without limitation, actions, suits, proceedings or investigations pending or threatened in writing (or any basis therefor known to the Company) involving the prior employment of any of the Company’s employees, their services provided in connection with the Company’s business, any information or techniques allegedly proprietary to any of their former employers or their obligations under any agreements with prior employers.

2.8 Intellectual Property. The Company owns or possesses sufficient legal rights to all Company Intellectual Property without any known conflict with, or infringement of, the rights of others. To the Company's Knowledge, no product or service marketed or sold (or proposed to be marketed or sold) by the Company violates or will violate any license or infringes or will infringe any intellectual property rights of any other party. Other than with respect to commercially available software products under standard end-user object code license agreements, there are no outstanding options, licenses, agreements, claims, encumbrances or shared ownership interests of any kind relating to the Company Intellectual Property, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, proprietary rights and processes of any other Person. The Company has not received any communications alleging that the Company has violated, or by conducting its business, would violate any of the patents, trademarks, service marks, tradenames, copyrights, trade secrets, mask works or other proprietary rights or processes of any other Person. The Company has obtained and possesses valid licenses to use all of the software programs present on the computers and other software-enabled electronic devices that it owns or leases or that it has otherwise provided to its employees for their use in connection with the Company's business. To the Company's Knowledge, it will not be necessary to use any inventions of any of its employees or consultants (or Persons it currently intends to hire) made prior to their employment by the Company. Each employee and consultant has assigned to the Company all intellectual property rights he or she owns that are related to the Company's business as now conducted and as presently proposed to be conducted. Section 2.8 of the Disclosure Schedule lists all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, tradenames and copyrights of the Company, and licenses to and under any of the foregoing, which are a part of the Company Intellectual Property. The Company has not embedded, used or distributed any open source, copyleft or community source code (including but not limited to any libraries or code, software, technologies or other materials that are licensed or distributed under any General Public License, Lesser General Public License or similar license arrangement or other distribution model described by the Open Source Initiative at www.opensource.org, collectively "**Open Source Software**") in connection with any of its products or services that are generally available or in development in any manner that would materially restrict the ability of the Company to protect its proprietary interests in any such product or service or in any manner that requires, or purports to require: (i) any Company Intellectual Property (other than the Open Source Software itself) be disclosed or distributed in source code form or be licensed for the purpose of making derivative works; (ii) any restriction on the consideration to be charged for the distribution of any Company Intellectual Property; (iii) the creation of any obligation for the Company with respect to Company Intellectual Property owned by the Company, or the grant to any third party of any rights or immunities under Company Intellectual Property owned by the Company; or (iv) any other limitation, restriction or condition on the right of the Company with respect to its use or distribution of any Company Intellectual Property. For purposes of this Subsection 2.8, the Company shall be deemed to have knowledge of a patent right if the Company has actual knowledge of the patent right or would be found to be on notice of such patent right as determined by reference to United States patent laws.

2.9 Compliance with Other Instruments. The Company is not in violation or default (i) of any provisions of its Certificate or Bylaws, (ii) of any instrument, judgment, order, writ or decree, (iii) under any note, indenture or mortgage, or (iv) under any lease, agreement, contract or purchase order to which it is a party or by which it is bound that is required to be listed

on the Disclosure Schedule, or (v) to its Knowledge, of any provision of federal or state statute, rule or regulation applicable to the Company, the violation of which would have a Material Adverse Effect. The execution, delivery and performance of the Transaction Agreements and the consummation of the transactions contemplated by the Transaction Agreements will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either (i) a default under any such provision, instrument, judgment, order, writ, decree, contract or agreement; or (ii) an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company.

2.10 Agreements; Actions.

(a) Except for the Transaction Agreements, there are no agreements, understandings, instruments, contracts or proposed transactions to which the Company is a party or by which it is bound that involve (i) obligations (contingent or otherwise) of, or payments to, the Company in excess of \$50,000, (ii) the license of any patent, copyright, trademark, trade secret or other proprietary right to or from the Company, (iii) the grant of rights to manufacture, produce, assemble, license, market, or sell its products to any other Person that limit the Company's exclusive right to develop, manufacture, assemble, distribute, market or sell its products, or (iv) indemnification by the Company with respect to infringements of proprietary rights.

(b) The Company has not (i) declared or paid any dividends, or authorized or made any distribution upon or with respect to any class or series of its capital stock, (ii) incurred any indebtedness for money borrowed or incurred any other liabilities individually in excess of \$50,000 or in excess of \$100,000 in the aggregate, (iii) made any loans or advances to any Person, other than ordinary advances for travel expenses, or (iv) sold, exchanged or otherwise disposed of any of its assets or rights, other than the sale of its inventory in the ordinary course of business. For the purposes of subsections (a) and (b) of this Subsection 2.10, all indebtedness, liabilities, agreements, understandings, instruments, contracts and proposed transactions involving the same Person (including Persons the Company has reason to believe are affiliated with each other) shall be aggregated for the purpose of meeting the individual minimum dollar amounts of such subsection.

(c) The Company is not a guarantor or indemnitor of any indebtedness of any other Person.

2.11 Certain Transactions.

(a) Other than (i) standard employee benefits generally made available to all employees, (ii) standard director and officer indemnification agreements approved by the Board of Directors, and (iii) the purchase of shares of the Company's capital stock and the issuance of options to purchase shares of the Company's Common Stock, in each instance, approved in the written minutes of the Board of Directors (previously provided to the Purchasers or their counsel) there are no agreements, understandings or proposed transactions between the Company and any of its officers, directors, consultants or Key Employees, or any Affiliate thereof.

(b) The Company is not indebted, directly or indirectly, to any of its directors, officers or employees or to their respective spouses or children or to any Affiliate of any of the foregoing, other than in connection with expenses or advances of expenses incurred in the ordinary course of business or employee relocation expenses and for other customary employee benefits made generally available to all employees. None of the Company's directors, officers or employees, or any members of their immediate families, or any Affiliate of the foregoing are, directly or indirectly, indebted to the Company or, to the Company's Knowledge, have any (i) material commercial, industrial, banking, consulting, legal, accounting, charitable or familial relationship with any of the Company's customers, suppliers, service providers, joint venture partners, licensees and competitors, (ii) direct or indirect ownership interest in any firm or corporation with which the Company is affiliated or with which the Company has a business relationship, or any firm or corporation which competes with the Company except that directors, officers, employees or stockholders of the Company may own stock in (but not exceeding two percent (2%) of the outstanding capital stock of) publicly traded companies that may compete with the Company; or (iii) financial interest in any material contract with the Company.

2.12 Rights of Registration and Voting Rights. Except as provided in the Investors' Rights Agreement, the Company is not under any obligation to register under the Securities Act any of its currently outstanding securities or any securities issuable upon exercise or conversion of its currently outstanding securities. To the Company's Knowledge, except as contemplated in the Voting Agreement, no stockholder of the Company has entered into any agreements with respect to the voting of capital shares of the Company.

2.13 Property. The property and assets that the Company owns are free and clear of all mortgages, deeds of trust, liens, loans and encumbrances, except for statutory liens for the payment of current taxes that are not yet delinquent and encumbrances and liens that arise in the ordinary course of business and do not materially impair the Company's ownership or use of such property or assets. With respect to the property and assets it leases, the Company is in compliance with such leases and, to its Knowledge, holds a valid leasehold interest free of any liens, claims or encumbrances other than those of the lessors of such property or assets. The Company does not own any real property. All facilities, equipment, fixtures, vehicles and other properties owned, leased or used by the Company are in good operating condition and repair and are reasonably fit and usable for the purposes for which they are being used.

2.14 Financial Statements. The Company has delivered to each Purchaser its unaudited financial statements for the fiscal year ended December 31, 2018 and its unaudited financial statements (including balance sheet, income statement and statement of cash flows) as of April 30, 2019 (collectively, the "**Financial Statements**"). The Financial Statements fairly present in all material respects the complete and correct financial condition and the operating results of the Company as of the dates, and for the periods indicated therein, in accordance with generally accepted accounting principles ("**GAAP**") applied on a consistent basis throughout the periods indicated except that the Financial Statements may not contain all footnotes required by GAAP, subject in the case of the unaudited Financial Statements to normal year-end audit adjustments. Except as set forth in the Financial Statements, the Company has no material liabilities or obligations, contingent or otherwise, other than (i) liabilities incurred in the ordinary course of business subsequent to December 31, 2018; (ii) obligations under contracts and commitments

incurred in the ordinary course of business; and (iii) liabilities and obligations which, in all such cases, individually and in the aggregate would not have a Material Adverse Effect.

2.15 Changes. Since the date of most recent Financial Statements there has not been:

(a) any change in the assets, liabilities, financial condition or operating results of the Company from that reflected in the Financial Statements, except changes in the ordinary course of business that have not caused individually or, in the aggregate, a Material Adverse Effect;

(b) any damage, destruction or loss, whether or not covered by insurance, that would have a Material Adverse Effect;

(c) any waiver or compromise by the Company of a valuable right or of a material debt owed to it;

(d) any satisfaction or discharge of any lien, claim, or encumbrance or payment of any obligation by the Company, except in the ordinary course of business and the satisfaction or discharge of which would not have a Material Adverse Effect;

(e) any change to a material contract or agreement by which the Company or any of its assets is bound or subject that would have a Material Adverse Effect;

(f) any material change in any compensation arrangement or agreement with any employee, officer, director or stockholder;

(g) any resignation or termination of employment of any officer or Key Employee of the Company and the Company does not know of any impending resignations;

(h) any mortgage, pledge, transfer of a security interest in, or lien, created by the Company, with respect to any of its material properties or assets, except liens for taxes not yet due or payable and liens that arise in the ordinary course of business and do not materially impair the Company's ownership or use of such property or assets;

(i) any direct or indirect loans or guarantees made by the Company to or for the benefit of its employees, officers or directors, or any members of their immediate families, other than travel advances and other advances made in the ordinary course of its business;

(j) any declaration, setting aside or payment or other distribution in respect of any of the Company's capital stock, or any direct or indirect redemption, purchase, or other acquisition of any of such stock by the Company;

(k) to the Company's Knowledge, any labor organization activity related to the Company;

(l) any debt, obligation or liability incurred, assumed or guaranteed by the Company except those for current liabilities incurred in the normal course of business;

(m) any change in the contingent obligations of the Company by way of guaranty, endorsement, indemnity warranty or otherwise;

(n) any sale, assignment or transfer of any Company Intellectual Property or other intangible Assets that could reasonably be expected to result in a Material Adverse Effect;

(o) receipt of notice that there has been a loss of, or material order cancellation by, any major customer of the Company;

(p) any other event or condition of any character, other than events affecting the economy or the Company's industry generally, that either individually or cumulatively could reasonably be expected to result in a Material Adverse Effect; or

(q) any arrangement or commitment by the Company to do any of the things described in this Subsection 2.15.

2.16 Employee Matters.

(a) As of the date hereof, the Company employs 2 full-time employees and 0 part-time employee and engages 0 consultant or independent contractor. Subsection 2.16 of the Disclosure Schedule sets forth a detailed description of all compensation, including salary, bonus, severance obligations and deferred compensation paid or payable for each officer, employee, consultant and independent contractor of the Company who received compensation in excess of \$50,000 for the fiscal year ended December 31, 2018 or is anticipated to receive compensation in excess of \$50,000 for the fiscal year ending December 31, 2019.

(b) To the Company's Knowledge, none of its employees is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would materially interfere with such employee's ability to promote the interest of the Company or that would conflict with the Company's business. Neither the execution or delivery of the Transaction Agreements, nor the carrying on of the Company's business by the employees of the Company, nor the conduct of the Company's business as now conducted and as presently proposed to be conducted, will, to the Company's Knowledge, conflict with or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any contract, covenant or instrument under which any such employee is now obligated.

(c) The Company is not delinquent in payments to any of its employees, consultants, or independent contractors for any wages, salaries, commissions, bonuses, or other direct compensation for any service performed for it to the date hereof or amounts required to be reimbursed to such employees, consultants or independent contractors. The Company has complied in all material respects with all applicable state and federal equal employment opportunity laws and with other laws related to employment, including those related to wages, hours, worker classification and collective bargaining. The Company has withheld and paid to the appropriate governmental entity or is holding for payment not yet due to such governmental entity all amounts required to be withheld from employees of the Company and is not liable for any arrears of wages, taxes, penalties or other sums for failure to comply with any of the foregoing.

(d) To the Company's Knowledge, no Key Employee intends to terminate employment with the Company or is otherwise likely to become unavailable to continue as a Key Employee, nor does the Company have a present intention to terminate the employment of any of the foregoing. The employment of each employee of the Company is terminable at the will of the Company. Except as set forth in Subsection 2.16 of the Disclosure Schedule or as required by law, upon termination of the employment of any such employees, no severance or other payments will become due. Except as set forth in Subsection 2.16 of the Disclosure Schedule, the Company has no policy, practice, plan or program of paying severance pay or any form of severance compensation in connection with the termination of employment services.

(e) The Company has not made any representations regarding equity incentives to any officer, employee, director or consultant that are inconsistent with the share amounts and terms set forth in the minutes of meetings of the Company's Board of Directors.

(f) Subsection 2.16 of the Disclosure Schedule sets forth each employee benefit plan maintained, established or sponsored by the Company, or which the Company participates in or contributes to, which is subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The Company has made all required contributions and has no liability to any such employee benefit plan, other than liability for health plan continuation coverage described in Part 6 of Title I(B) of ERISA, and has complied in all material respects with all applicable laws for any such employee benefit plan.

(g) The Company is not bound by or subject to (and none of its assets or properties is bound by or subject to) any written or oral, express or implied, contract, commitment or arrangement with any labor union, and no labor union has requested or, to the Company's Knowledge, has sought to represent any of the employees, representatives or agents of the Company. There is no strike or other labor dispute involving the Company pending, or to the Company's Knowledge, threatened, which could have a Material Adverse Effect, nor is the Company aware of any labor organization activity involving its employees.

(h) To the Company's Knowledge, none of the Key Employees of the Company has been (a) subject to voluntary or involuntary petition under the federal bankruptcy laws or any state insolvency law or the appointment of a receiver, fiscal agent or similar officer by a court for his business or property; (b) convicted in a criminal proceeding or named as a subject of a pending criminal proceeding (excluding traffic violations and other minor offenses); (c) subject to any order, judgment or decree (not subsequently reversed, suspended, or vacated) of any court of competent jurisdiction permanently or temporarily enjoining him from engaging, or otherwise imposing limits or conditions on his engagement in any securities, investment advisory, banking, insurance, or other type of business or acting as an officer or director of a public company; or (d) found by a court of competent jurisdiction in a civil action or by the Securities and Exchange Commission or the Commodity Futures Trading Commission to have violated any federal or state securities, commodities, or unfair trade practices law, which such judgment or finding has not been subsequently reversed, suspended, or vacated.

2.17 Tax Returns and Payments. There are no federal, state, county, local or foreign taxes due and payable by the Company which have not been timely paid. There are no accrued and unpaid federal, state, county, local or foreign taxes of the Company which are due,

whether or not assessed or disputed. There have been no examinations or audits of any tax returns or reports by any applicable federal, state, local or foreign governmental agency. The Company has duly and timely filed all federal, state, county, local and foreign tax returns required to have been filed by it and there are in effect no waivers of applicable statutes of limitations with respect to taxes for any year.

2.18 Insurance. The Company maintains with full force and effect the insurance policies appropriate for the Company's operations set forth on Section 2.18 of the Disclosure Schedule.

2.19 Employee Agreements. Each current and former employee, consultant and officer of the Company has executed an agreement with the Company regarding confidentiality and proprietary information substantially in the form or forms delivered to the counsel for the Purchasers (the "**Confidential Information Agreements**"). No current or former Key Employee has excluded works or inventions from his or her assignment of inventions pursuant to such Key Employee's Confidential Information Agreement. Each current and former Key Employee has executed a non-competition and non-solicitation agreement substantially in the form or forms delivered to counsel for the Purchasers. The Company is not aware that any of its Key Employees is in violation of any agreement covered by this Subsection 2.19.

2.20 Permits. The Company has all franchises, permits, licenses and any similar authority necessary for the conduct of its business as now being conducted by it and as presently proposed to be conducted, the lack of which could reasonably be expected to have a Material Adverse Effect. The Company is not in default in any material respect under any of such franchises, permits, licenses or other similar authority.

2.21 Corporate Documents. The Certificate and Bylaws of the Company are in the form provided to the Purchasers. The copy of the minute books of the Company provided to the Purchasers contains minutes of all meetings of directors and stockholders and all actions by written consent without a meeting by the directors and stockholders since the date of incorporation and accurately reflects in all material respects all actions by the directors (and any committee of directors) and stockholders with respect to all transactions referred to in such minutes.

2.22 Real Property Holding Corporation. The Company is not now and has never been a "United States real property holding corporation" as defined in the Code and any applicable regulations promulgated thereunder. The Company has filed with the Internal Revenue Service all statements, if any, with its United States income tax returns which are required under such regulations.

2.23 Qualified Small Business Stock. As of and immediately following the Closing: (i) the Company will be an eligible corporation as defined in Section 1202(e)(4) of the Code, (ii) the Company will not have made purchases of its own stock described in Code Section 1202(c)(3)(B) during the one (1) year period preceding the Initial Closing, except for purchases that are disregarded for such purposes under Treasury Regulation Section 1.1202-2, and (iii) the Company's aggregate gross assets, as defined by Code Section 1202(d)(2), at no time between its incorporation and through the Initial Closing have exceeded \$50 million, taking into account the assets of any corporations required to be aggregated with the Company in accordance with Code

Section 1202(d)(3); provided, however, that in no event shall the Company be liable to the Purchasers or any other party for any damages arising from any subsequently proven or identified error in the Company's determination with respect to the applicability or interpretation of Code Section 1202, unless such determination shall have been given by the Company in a manner either grossly negligent or fraudulent.

2.24 Disclosure. The Company has made available to the Purchasers all the information reasonably available to the Company that the Purchasers have requested for deciding whether to acquire the Shares. No representation or warranty of the Company contained in this Agreement, as qualified by the Disclosure Schedule, and no certificate furnished or to be furnished to Purchasers at the Closing contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. The Business Plan was prepared in good faith; however, the Company does not warrant that it will achieve any results projected in the Business Plan. It is understood that this representation is qualified by the fact that the Company has not delivered to the Purchasers, and has not been requested to deliver, a private placement or similar memorandum or any written disclosure of the types of information customarily furnished to purchasers of securities. There is no fact when the Company has not disclosed to the Purchasers and their counsel in writing and of which the Company has knowledge which has or could have a Material Adverse Effect.

2.25 Foreign Corrupt Practices Act. Neither the Company nor any of the Company's directors, officers, and to the Company's Knowledge, employees or agents have, directly or indirectly, made, offered, promised or authorized any payment or gift of any money or anything of value to or for the benefit of any "foreign official" (as such term is defined in the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA")), foreign political party or official thereof or candidate for foreign political office for the purpose of (i) influencing any official act or decision of such official, party or candidate, (ii) inducing such official, party or candidate to use his, her or its influence to affect any act or decision of a foreign governmental authority, or (iii) securing any improper advantage, in the case of (i), (ii) and (iii) above in order to assist the Company or any of its affiliates in obtaining or retaining business for or with, or directing business to, any person. Neither the Company nor any of its directors, officers, or to the Company's Knowledge, its employees or agents have made or authorized any bribe, rebate, payoff, influence payment, kickback or other unlawful payment of funds or received or retained any funds in violation of any law, rule or regulation. The Company further represents that it has maintained, and has caused each of its subsidiaries and affiliates to maintain, systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA or any other applicable anti-bribery or anti-corruption law. Neither the Company, or, to the Company's Knowledge, any of its officers, directors or employees are the subject of any allegation, voluntary disclosure, investigation, prosecution or other enforcement action related to the FCPA or any other anti-corruption law (collectively, "**Enforcement Action**").

2.26 Data Privacy. In connection with its collection, storage, transfer (including, without limitation, any transfer across national borders) and/or use of any personally identifiable information from any individuals, including, without limitation, any customers, prospective customers, employees and/or other third parties (collectively "**Personal Information**"), the

Company is and has been, to the Company's Knowledge, in material compliance with all applicable laws in all relevant jurisdictions, the Company's privacy policies and the requirements of any contract or codes of conduct to which the Company is a party. The Company has commercially reasonable physical, technical, organizational and administrative security measures and policies in place to protect all Personal Information collected by it or on its behalf from and against unauthorized access, use and/or disclosure. The Company is and has been, to the Company's Knowledge, in compliance in all material respects with all laws relating to data loss, theft and breach of security notification obligations.

3. Representations and Warranties of the Purchasers. Each Purchaser hereby represents and warrants to the Company, severally and not jointly, that:

3.1 Authorization. The Purchaser has full power and authority to enter into the Transaction Agreements. The Transaction Agreements to which the Purchaser is a party, when executed and delivered by the Purchaser, will constitute valid and legally binding obligations of the Purchaser, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies, or (b) to the extent the indemnification provisions contained in the Investors' Rights Agreement may be limited by applicable federal or state securities laws.

3.2 Purchase Entirely for Own Account. This Agreement is made with the Purchaser in reliance upon the Purchaser's representation to the Company, which by the Purchaser's execution of this Agreement, the Purchaser hereby confirms, that the Shares to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of the Shares. The Purchaser has not been formed for the specific purpose of acquiring the Shares.

3.3 Disclosure of Information. The Purchaser has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the offering of the Shares with the Company's management and has had an opportunity to review the Company's facilities. The foregoing, however, does not limit or modify the representations and warranties of the Company in Section 2 of this Agreement or the right of the Purchasers to rely thereon.

3.4 Restricted Securities. The Purchaser understands that the Shares have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Purchaser

must hold the Shares indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Purchaser acknowledges that the Company has no obligation to register or qualify the Shares, or the Common Stock into which such Shares may be converted, for resale except as set forth in the Investors' Rights Agreement. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Shares, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation, and may not be able, to satisfy.

3.5 No Public Market. The Purchaser understands that no public market now exists for the Shares, and that the Company has made no assurances that a public market will ever exist for the Shares.

3.6 Legends. The Purchaser understands that the Shares and any securities issued in respect of or exchange for the Shares, may be notated with one or all of the following legends:

(a) "THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO, THE SALE IS MADE IN ACCORDANCE WITH RULE 144 OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933, AS AMENDED."

(b) Any legend set forth in, or required by, the other Transaction Agreements.

(c) Any legend required by the securities laws of any state to the extent such laws are applicable to the Shares represented by the certificate, instrument, or book entry so legended.

3.7 Accredited Investor. The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

3.8 Foreign Investors. If the Purchaser is not a United States person (as defined by Section 7701(a)(30) of the Code), the Purchaser hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Shares or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Shares. The Purchaser's subscription and payment for and

continued beneficial ownership of the Shares will not violate any applicable securities or other laws of the Purchaser's jurisdiction.

3.9 No General Solicitation. Neither the Purchaser, nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including, through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the Shares.

3.10 Exculpation Among Purchasers. The Purchaser acknowledges that it is not relying upon any Person, other than the Company and its officers and directors, in making its investment or decision to invest in the Company. The Purchaser agrees that neither any Purchaser nor the respective controlling Persons, officers, directors, partners, agents, or employees of any Purchaser shall be liable to any other Purchaser for any action heretofore taken or omitted to be taken by any of them in connection with the purchase of the Shares.

3.11 Consent to Promissory Note and SAFE Conversion and Termination. Each Purchaser, to the extent that such Purchaser is a Note Holder or SAFE Holder of a Note or SAFE, respectively, that is being converted and/or cancelled in consideration of the issuance hereunder of Shares to such Purchaser, hereby agrees that the entire amount owed to such Purchaser under such note is being tendered to the Company in exchange for the applicable Shares set forth on Exhibit A, and effective upon the Company's and such Purchaser's execution and delivery of this Agreement, without any further action required by the Company or such Purchaser, such note and all obligations set forth therein shall be immediately deemed repaid in full and terminated in their entirety, including, but not limited to, any security interest effected therein.

3.12 Residence. If the Purchaser is an individual, then the Purchaser resides at the address of the Purchaser set forth on Exhibit A; if the Purchaser is a partnership, corporation, limited liability company or other entity, then the office or offices of the Purchaser in which its principal place of business is identified in the address or addresses of the Purchaser set forth on Exhibit A.

4. Conditions to the Purchasers' Obligations at the Closing. The obligations of each Purchaser to purchase Shares at the Initial Closing or any subsequent Closing are subject to the fulfillment, on or before such Closing, of each of the following conditions, unless otherwise waived:

4.1 Representations and Warranties. The representations and warranties of the Company contained in Section 3 shall be true and correct in all respects as of the applicable Closing.

4.2 Performance. The Company shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by the Company on or before the applicable Closing.

4.3 Compliance Certificate. The President of the Company shall deliver to the Purchasers at such Closing a certificate certifying that the conditions specified in Subsections 4.1 and 4.2 have been fulfilled as of the applicable Closing.

4.4 Qualifications. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Shares pursuant to this Agreement shall be obtained and effective as of the applicable Closing.

4.5 Board of Directors. As of the Initial Closing, the authorized size of the Board shall be three (3), and the Board shall be comprised of (1) representative appointed by a majority vote of the holders of Series Seed and two (2) representatives appointed by the holders of a majority of Common Stock (on an actual, not on an as-converted basis), one of whom shall be Payam Safa and the other shall be Norman Rose.

4.6 Indemnification Agreement. The Company shall have executed and delivered the Indemnification Agreements.

4.7 Investors' Rights Agreement. The Company and each Purchaser (other than the Purchaser relying upon this condition to excuse such Purchaser's performance hereunder) and the other stockholders of the Company named as parties thereto shall have executed and delivered the Investors' Rights Agreement.

4.8 Right of First Refusal and Co-Sale Agreement. The Company, each Purchaser (other than the Purchaser relying upon this condition to excuse such Purchaser's performance hereunder), and the other stockholders of the Company named as parties thereto shall have executed and delivered the Right of First Refusal and Co-Sale Agreement.

4.9 Voting Agreement. The Company, each Purchaser (other than the Purchaser relying upon this condition to excuse such Purchaser's performance hereunder), and the other stockholders of the Company named as parties thereto shall have executed and delivered the Voting Agreement.

4.10 Certificate. The Company shall have filed the Certificate with the Secretary of State of Delaware on or prior to the Initial Closing, which shall continue to be in full force and effect as of such Closing.

4.11 [RESERVED]

4.12 Secretary's Certificate. The Secretary of the Company shall have delivered to the Purchasers at the Initial Closing a certificate certifying (i) the Bylaws of the Company, (ii) resolutions of the Board of Directors of the Company approving the Transaction Agreements and the transactions contemplated under the Transaction Agreements, and (iii) resolutions of the stockholders of the Company approving the Certificate.

4.13 Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to the Purchasers, and each Purchaser (or its counsel) shall have received all such counterpart original and certified or other copies of such documents as reasonably requested.

4.14 Confidentiality and IP Assignments. Each Key Employee and current employee and consultant with access to the Company's confidential information and trade secrets shall be subject to contractual confidentiality and intellectual property assignment undertakings in a form reasonably acceptable to the Purchasers.

4.15 Non-competition/Solicitation. Each Key Employee shall be subject to contractual non-competition and non-solicitation undertakings in a form reasonably acceptable to the Purchasers.

4.16 Completion of Due Diligence. Such Purchaser shall have completed its due diligence review of the Company with results that are satisfactory to such Purchaser as determined in its sole discretion

5. Conditions of the Company's Obligations at Closing. The obligations of the Company to sell Shares to the Purchasers at the Initial Closing or any subsequent Closing are subject to the fulfillment, on or before the applicable Closing, of each of the following conditions, unless otherwise waived:

5.1 Representations and Warranties. The representations and warranties of each Purchaser contained in Section 3 shall be true and correct in all respects as of the applicable Closing.

5.2 Performance. The Purchasers shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by them on or before the applicable Closing.

5.3 Qualifications. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Shares pursuant to this Agreement shall be obtained and effective as of the applicable Closing.

5.4 Investors' Rights Agreement. Each Purchaser and the other stockholders of the Company named as parties thereto shall have executed and delivered the Investors' Rights Agreement.

5.5 Right of First Refusal and Co-Sale Agreement. Each Purchaser and the other stockholders of the Company named as parties thereto shall have executed and delivered the Right of First Refusal and Co-Sale Agreement.

5.6 Voting Agreement. Each Purchaser and the other stockholders of the Company named as parties thereto shall have executed and delivered the Voting Agreement.

6. Miscellaneous.

6.1 Survival of Warranties. Unless otherwise set forth in this Agreement, the representations and warranties of the Company and the Purchasers contained in this Agreement (as modified by the Disclosure Schedule) shall survive the execution and delivery of this Agreement and the Closing for a period of twelve (12) months and shall in no way be affected by

any investigation or knowledge of the subject matter thereof made by or on behalf of the Purchasers or the Company.

6.2 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.3 Governing Law. This Agreement and any controversy arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of New York, without regard to conflict of law principles that would result in the application of any law other than the law of New York.

6.4 Counterparts. This Agreement may be executed in two (2) or more counterparts, including, in the case of the Purchasers, execution of the Financing Signature Page below, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.5 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.6 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page or Exhibit A hereto, or to such e-mail address, facsimile number or address as subsequently modified by written notice given in accordance with this Subsection 6.6. If notice is given to the Company, a copy, which shall not constitute notice, shall also be sent to Hoberman Law Group PLLC, 85 Fifth Avenue, New York, NY 10003, Attention: Lori S. Hoberman, Esq. (lori@hobermanlawgroup.com), and if notice is given to the Purchasers, a copy, which shall not constitute notice, shall also be given to Morrison Cohen LLP, 909 Third Avenue, New York, NY 10022, Attention: Anthony M. Saur, Esq.

6.7 No Finder's Fees. Each party represents that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction. Each Purchaser agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which each Purchaser or any of its officers, employees, or representatives is responsible. The Company agrees to indemnify

and hold harmless each Purchaser from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

6.8 Fees and Expenses. At the Initial Closing or an additional Closing, upon investment by Mark Lapidus and Daniel Gohari, collectively and in the aggregate, in the Company of \$1,800,000 in exchange for Series Seed Preferred Stock, the Company shall make a cash payment for reasonable fees and expenses to Mark Lapidus and Daniel Gohari in the amount of \$100,000, collectively and not severally.

6.9 Attorney's Fees. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of any of the Transaction Agreements, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

6.10 Amendments and Waivers. Except as set forth in Subsection 1.3 of this Agreement, any term of this Agreement may be amended, terminated or waived only with the written consent of the Company, and the holders of at least a majority of the then-outstanding Shares. Any amendment or waiver effected in accordance with this Subsection 6.10 shall be binding upon the Purchasers and each transferee of the Shares (or the Common Stock issuable upon conversion thereof), each future holder of all such securities, and the Company.

6.11 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

6.12 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.13 Entire Agreement. This Agreement (including the Exhibits hereto), the Certificate and the other Transaction Agreements constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

6.14 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of New York and to the jurisdiction of the United

States District Court for the Southern District of New York for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of New York or the United States District Court for the Southern District of New York, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

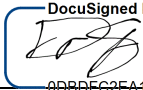
6.15 WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Series Seed Preferred Stock Purchase Agreement as of the date first written above.


COMPANY:

BELLHOP TECHNOLOGIES INC.

By:  DocuSigned by:
09BDFC2EA1274B3...
Name: Payam Safa
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Series Seed Preferred Stock Purchase Agreement as of the date first written above.

PURCHASERS:

By: 
 DocuSigned by:
84EBBE9FB7E840C...

Name: Daniel Gohari

Address: 205 East 42nd Street, 19th Floor, NY NY 10017

Aggregate Purchase Price: \$ 149,999.17

Purchased Shares of
Series Seed Preferred: 128,821

IN WITNESS WHEREOF, the parties have executed this Series Seed Preferred Stock Purchase Agreement as of the date first written above.

PURCHASERS:

NY Consulting Group, LLC

DocuSigned by:

By: _____
Name: Mark Lapidus
Title:

Address:

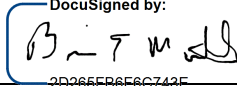
Aggregate Purchase Price: \$149,999.17

Purchased Shares of Series Seed Preferred: 128,821

IN WITNESS WHEREOF, the parties have executed this Series Seed Preferred Stock Purchase Agreement as of the date first written above.

PURCHASERS:

LITTLE OAK TECHNOLOGY
INVESTMENTS, LLC

DocuSigned by:

By: _____
Name: Brian Mueth
Title: Managing Member

Address:

Aggregate Purchase Price:	\$ <u>49,999.34</u>
Purchased Shares of Series Seed Preferred:	<u>42,940</u>

IN WITNESS WHEREOF, the parties have executed this Series Seed Preferred Stock Purchase Agreement as of the date first written above.

PURCHASERS:

Bellhop Chai LLC

By: 

Name: Maurice Schmool

Title: *Managing Member*

Address:


Aggregate Purchase Price: \$60,000

Purchased Shares of Series Seed Preferred: 51,528

IN WITNESS WHEREOF, the parties have executed this Series Seed Preferred Stock Purchase Agreement as of the date first written above.

PURCHASERS:

Bellhop JSEJ LLC

By: 
Name: Jeff Sutton
Title:

Address:

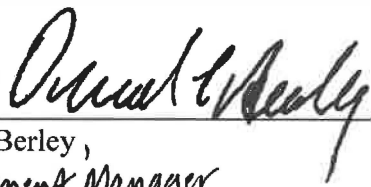
Aggregate Purchase Price: \$250,000

Purchased Shares of
Series Seed Preferred: 214 702

IN WITNESS WHEREOF, the parties have executed this Series Seed Preferred Stock Purchase Agreement as of the date first written above.

PURCHASERS:

DZB 2014 Irrevocable Trust

By: 
Name: David Berley,
Title: *Investment Manager*

Address:

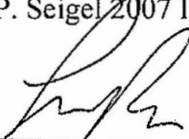
Aggregate Purchase Price: \$200,000

Purchased Shares of
Series Seed Preferred: 171,762

IN WITNESS WHEREOF, the parties have executed this Series Seed Preferred Stock Purchase Agreement as of the date first written above.

PURCHASERS:

Donna P. Seigel 2007 Irrevocable Trust



By: CIBC National Trust Company

Name: Eric Riak

Title: Managing Director

Address:

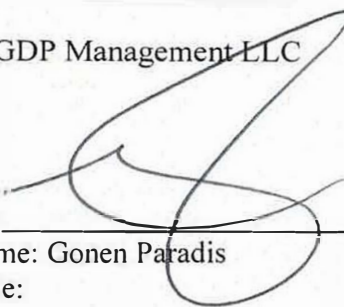
Aggregate Purchase Price: \$150,000

Purchased Shares of
Series Seed Preferred: 128,821

IN WITNESS WHEREOF, the parties have executed this Series Seed Preferred Stock Purchase Agreement as of the date first written above.

PURCHASERS:

GDP Management LLC

By: 
Name: Gonen Paradis
Title:

Address:

Aggregate Purchase Price: \$50,000

Purchased Shares of
Series Seed Preferred: 42,940

IN WITNESS WHEREOF, the parties have executed this Series Seed Preferred Stock Purchase Agreement as of the date first written above.

PURCHASERS:

Jon Kushner

By:  _____ 11.1.19.
Name: Jon Kushner
Title:

Address:

433 E. 74th St.
NY, NY 10021.

Aggregate Purchase Price: \$100,000

Purchased Shares of
Series Seed Preferred: 85,881

IN WITNESS WHEREOF, the parties have executed this Series Seed Preferred Stock Purchase Agreement as of the date first written above.

PURCHASERS:

Kenneth Rosen

DocuSigned by:
By: *Kenneth Rosen*
Name: Kenneth Rosen
Title:

Address:

Aggregate Purchase Price: \$50,000

Purchased Shares of
Series Seed Preferred: 42,940

IN WITNESS WHEREOF, the parties have executed this Series Seed Preferred Stock Purchase Agreement as of the date first written above.

PURCHASERS:

Nate Wasserman

DocuSigned by:
Nathan Wasserman
By: _____
Name: Nate Wasserman
Title:

Address:

Aggregate Purchase Price:	\$50,000
Purchased Shares of Series Seed Preferred:	42,940

IN WITNESS WHEREOF, the parties have executed this Series Seed Preferred Stock Purchase Agreement as of the date first written above.

PURCHASERS:

Paul Wasserman

By: _____

Name: Paul Wasserman

Title:

Address:

Aggregate Purchase Price: \$25,000

Purchased Shares of
Series Seed Preferred: 21,470

IN WITNESS WHEREOF, the parties have executed this Series Seed Preferred Stock Purchase Agreement as of the date first written above.

PURCHASERS:

Shaz Mossanen



By: _____

Name: Shaz Mossanen

Title:

Address:

Aggregate Purchase Price: \$100,000

Purchased Shares of Series Seed Preferred: 85,881

EXHIBIT A

Schedule of Investors

Purchaser	Series Seed Preferred	Series Seed A Preferred	Series Seed B Preferred	Series Seed C Preferred	Series Seed D Preferred	Series Seed E Preferred
CF SAFE conversion		689,280				
Convertible Note Holders			613,334			
Summit Holdings V, LLC (SAFE)				1,265,658		
David Baggett SAFE (\$20M Cap)					56,769	
Bellhop Chai LLC	51,528					
DZB 2014 Irrevocable Trust	171,762					
Donna P. Seigel 2007 Irrevocable Trust	128,821					
GDP Management LLC	42,940					
Jon Kushner	85,881					
Kenneth Rosen	42,940					
Nate Wasserman	42,940					
Duc Vo	21,470					
Paul Wasserman	21,470					
Shaz Mossasen	85,881					
Bellhop JSEJ LLC	214,702					
Little Oak Technology Investments, LLC	42,940					
NY Consulting Group LLC	128,821					215,053
Daniel Gohari	128,821					215,053
Total:	1,210,917	689,280	613,334	1,265,658	56,769	430,106

Exhibit B

Amended and Restated Certificate of Incorporation

[See Attached.]

Exhibit C

Form of Indemnification Agreement

[See Attached.]

Exhibit D
Investors' Rights Agreement

[See Attached.]

Exhibit E

Right of First Refusal and Co-Sale Agreement

[See Attached.]

Exhibit F
Voting Agreement

[See Attached.]

Exhibit G
Disclosure Schedule

[See Attached.]

DISCLOSURE SCHEDULE

This Schedule of Exceptions is made and given pursuant to Section 2 of the Series Seed Preferred Stock Purchase Agreement, dated as of November 12, 2019 (the “**Agreement**”), between Bellhop Technologies Inc. (the “**Company**”) and the Purchasers listed on Schedule A thereto. All capitalized terms used but not defined herein shall have the meanings as defined in the Agreement, unless otherwise provided. The section numbers below correspond to the section numbers of the representations and warranties in the Agreement; provided, however, that any information disclosed herein under any section number shall be deemed to be disclosed and incorporated into any other section number under the Agreement where such disclosure would be appropriate and such appropriateness is reasonably apparent from the face of such disclosure. Nothing in this Schedule of Exceptions is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant. Inclusion of any item in this Schedule of Exceptions (1) does not represent a determination that such item is material or establish a standard of materiality, (2) does not represent a determination that such item did not arise in the ordinary course of business, (3) does not represent a determination that the transactions contemplated by the Agreement require the consent of third parties, and (4) shall not constitute, or be deemed to be, an admission to any third party concerning such item. This Schedule of Exceptions includes brief descriptions or summaries of certain agreements and instruments, copies of which are available upon reasonable request. Such descriptions do not purport to be comprehensive, and are qualified in their entirety by reference to the text of the documents described, true and complete copies of which have been provided to the Purchasers or their respective counsel.

Subsection 2.2(c)

Capitalization

Shareholder	Common Stock	Stock Options	Series Seed Preferred	Series Seed A Preferred	Series Seed B Preferred	Series Seed C Preferred	Series Seed D Preferred	Series Seed E Preferred
Payam Safa	8,501,000							
Blue Thomas	336,000 ¹							
Nick Ferris	288,000 ²							
Josef Richter	100,000 ³							
Bill Beecher	100,000							
Kevin Ross	96,000 ⁴							
Harry Campbell	38,000 ⁵							
Beth Birnbaum	30,000							
Jason Shafton	30,000							
Norm Rose	28,000 ⁶							
Tim Furey	16,000 ⁷							
Stephen Bradley	14,560 ⁸							

¹ The Company's repurchase right lapses and the Shares vest over 48 months measured from July 1, 2015 (the "Vesting Commencement Date") with 1/4 vesting on the one-year anniversary of the Vesting Commencement Date and the remaining vesting in 36 equal monthly installments thereafter.

² The Company has issued Nick Ferris these Shares under two different Restricted Stock Agreements: one for 240,000 and one for 48,000. The Company's repurchase right as to 240,000 Shares lapses and the Shares vest over four years as measured from August 14, 2017 (the "Vesting Commencement Date") with 1/4 vesting on the one-year anniversary of the Vesting Commencement Date and the remaining vesting in 36 equal monthly installments thereafter. The Company's repurchase right as to the other 48,000 Shares lapses and the Shares vest over four years in 48 equal monthly installments as measured from March 1, 2019.

³ The Company's repurchase right lapses and the Shares vest in a series of eight equal quarterly installments over a 24-month period as measured from September 1, 2015.

⁴ The Company's repurchase right lapses and the Shares vest over four years measured from August 1, 2017 (the "Vesting Commencement Date") with 1/4 vesting on the year anniversary of the Vesting Commencement Date and the remaining vesting in 36 equal monthly installments thereafter.

⁵ The Company's repurchase right lapses and the Shares vest over two years measured from June 27, 2018 in 24 equal monthly installments.

⁶ The Company's repurchase right lapses with respect to all Shares and all the Shares vest three months from May 9, 2016.

⁷ The Company's repurchase right lapses and the Shares vest over 42 months measured from October 15, 2017 (the "Vesting Commencement Date") with 1/4 vesting on the six-month anniversary of the Vesting Commencement Date and the remaining vesting in 36 equal monthly installments thereafter.

⁸ The Company's repurchase right lapses and the Shares vest at a rate of 28 shares per working hour (as defined by that certain Contractor Agreement by and between the Company and Contractor) over a two-year period measured from October 15, 2017.

Dave Baggett	10,000 ⁹							
Matyas Tamas	10,000 ¹⁰							
Dimitrios Skaltsas	9,000							
David Overbo	5,000							
Unissued Option Pool		1,046,009						
New Series Seed Investors			953,275					
CF SAFE conversion				689,280				
Convertible Note Holders					613,334			
Summit Holdings V, LLC (SAFE)						1,265,658		
David Baggett SAFE (\$20M Cap)							56,769	
Warrant to Investor ¹¹	341,846							
Mark Lapidus	353,933	348,702	128,821					215,053
Daniel Gohari	353,933	348,702	128,821					215,053
Total:	10,661,272	1,743,413	1,210,917	689,280	613,334	1,265,658	56,769	430,106

⁹ The Company's repurchase right lapses and the Shares vest over two years measured from January 20, 2018 in 8 equal quarterly installments.

¹⁰ The Company's repurchase right lapses and the Shares vest over 24 months measured from June 18, 2018 in 24 equal monthly installments.

¹¹ Warrant Shares to be granted pursuant to that certain side letter agreement by and between the Company, Payam Safa, Mark Lapidus, and Daniel Gohari dated as of the date hereof.

Subsection 2.2(d)

Current employee Kevin Ross and former employee Blue Thomas have restricted stock grants with full acceleration of vesting in the case of a Change in Control (as defined in their respective Employee Stock Purchase Agreements).

Advisors and/or Contractors (as defined in their respective agreements) Harry Campbell, Dave Baggett, Nick Ferris, Tim Furey, Matyas Tamas, William Beecher, Travel Tech Consulting, Jason Shafton, Dimitrios Skaltsas, Beth Birnbaum, Stephen Bradley have restricted stock grants with full acceleration of vesting in the case of a Change in Control (as defined in their respective Advisor or Contractor Agreements).

Subsection 2.7

Litigation

Letter from Lyft, Inc. dated May 1, 2019 regarding unauthorized use of logo after termination of trademark license and subsequent e-mail communications from Lyft regarding same. In response, the Company has removed the Lyft logo from its application and website. There has been no further communication from Lyft since removal of the logo.

Notice from Apple App Store dated August 18, 2019 regarding removal of the Company's application from the Apple App Store. Following some revisions to the application, the Company resubmitted it and, as of the date hereof, the Company's application is available on the Apple App Store.

Subsection 2.8

Intellectual Property

Trademark application serial number 86398084 dated September 17, 2014 for “BELLHOP” trademark.

Domain name <https://bellhop.app/>, Bellhop Platform, Android application, and iOS application.

Farewell App and related source code, domain names, licenses, API, and other assets as described in Exhibit A to that certain Application Purchase and Sale Agreement by and between Bellhop Technologies Inc. and New App Technologies LLC dated May 4, 2018.

Subsection 2.10

Agreements; Actions

(a)(ii)

Partnership integration Agreement by and between Barson T. Ltd. d/b/a Carmel Car & Limousine Service and Bellhop Technologies Inc. dated March 12, 2019.

Partnership Integration Agreement by and between Waave, Inc. and Bellhop Technologies Inc. dated February 25, 2019.

Partnership Integration Agreement by and between Ola Australia Pty. Ltd and the Company dated June 10, 2019. (b)(ii)

Payam Safa loaned \$60,000 to the Company, as reflected in the budget approved by the Company's Board of Directors.

Subsection 2.11

Certain Transactions

(a) Payam Safa loaned \$60,000 to the Company, as reflected in the budget approved by the Company's Board of Directors.

Subsection 2.16

Employee Matters

(a)

Employee Kevin Ross has an annual salary of \$60,000.